

STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.

☐ Valuation of Security ☐ Assumption of Executory Contract or Unexpired Lease ☐ Lien Avoidance

Last revised: September 1, 2018

**UNITED STATES BANKRUPTCY COURT
District of New Jersey**

In Re: Maira Zepeda

Case No.: 18-28513

Judge: SLM

Debtor(s)

CHAPTER 13 PLAN AND MOTIONS

☐ Original
☐ Motions Included

☒ Modified/Notice Required
☐ Modified/No Notice Required

Date: May 10, 2019

THE DEBTOR HAS FILED FOR RELIEF UNDER
CHAPTER 13 OF THE BANKRUPTCY CODE.

YOUR RIGHTS MAY BE AFFECTED

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the *Notice*. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

THIS PLAN:

☐ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☐ DOES ☒ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☐ DOES ☒ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney RLL Initial Debtor: M Z Initial Co-Debtor _____

Part 1: Payment and Length of Plan

a. The debtor shall pay 150.00 Monthly to the Chapter 13 Trustee, starting on October 1, 2018 for approximately 36 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

- ☒ Future Earnings
☐ Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

☐ Sale of real property
Description:
Proposed date for completion: _____

☐ Refinance of real property:
Description:
Proposed date for completion: _____

☐ Loan modification with respect to mortgage encumbering property:
Description:
Proposed date for completion: _____

d. ☐ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. ☐ Other information that may be important relating to the payment and length of plan:

Part 2: Adequate Protection

☒ NONE

a. Adequate protection payments will be made in the amount of \$ _____ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to _____ (creditor).

b. Adequate protection payments will be made in the amount of \$ _____ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: _____ (creditor).

Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
Russell L. Low 4745	Attorney Fees	3,750.00

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:

Check one:

- ☒ None
☐ The allowed priority claims listed below are based on a domestic support obligation that has been

assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
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Part 4: Secured Claims

a. Curing Default and Maintaining Payments on Principal Residence: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
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b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
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c. Secured claims excluded from 11 U.S.C. 506: ☒ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation
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d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments ☒ NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

NOTE: A modification under this section ALSO REQUIRES the appropriate motion to be filed under Section 7 of the Plan.

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to Be Paid
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-NONE-							
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2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

e. Surrender ☐ NONE

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral for full satisfaction:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt
TOYOTA MOTOR CREDIT CO	2016 Toyota Highlander 14,000 miles Surrender for full satisfaction	0.00	0.00

f. Secured Claims Unaffected by the Plan ☒ NONE

The following secured claims are unaffected by the Plan:

Creditor

g. Secured Claims to be Paid in Full Through the Plan ☒ NONE

Creditor	Collateral	Total Amount to be Paid through the Plan
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Part 5: Unsecured Claims ☐ NONE

a. **Not separately classified** allowed non-priority unsecured claims shall be paid:

- ☐ Not less than \$ _____ to be distributed *pro rata*
- ☐ Not less than _____ percent
- ☒ *Pro Rata* distribution from any remaining funds

b. **Separately classified unsecured** claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid
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Part 6: Executory Contracts and Unexpired Leases ☒ NONE

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment
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Part 7: Motions ☒ NONE

NOTE: All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation* must be

filed with the Clerk of Court when the plan and transmittal notice are served.

a. Motion to Avoid Liens under 11 U.S.C. Section 522(f). ☒ **NONE**

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided
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b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured. ☒

NONE

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified
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c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. ☒ **NONE**

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured
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Part 8: Other Plan Provisions

a. Vesting of Property of the Estate

- ☒ Upon Confirmation
☐ Upon Discharge

b. Payment Notices

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

c. Order of Distribution

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee Commissions
- 2) Other Administrative Claims
- 3) Secured Claims
- 4) Lease Arrearages
- 5) Priority Claims
- 6) General Unsecured Claims

d. Post-Petition Claims

The Standing Trustee ☐ is, ☒ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C.

Section 1305(a) in the amount filed by the post-petition claimant.

Part 9: Modification ☒ **NONE**

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: September 17, 2018.

Explain below **why** the plan is being modified:

The plan is being modified to surrender the 2016 Toyota Highlander for full satisfaction.

Explain below **how** the plan is being modified:

The plan is being modified to surrender the 2016 Toyota Highlander for full satisfaction.

Are Schedules I and J being filed simultaneously with this Modified Plan?

☒ Yes

☐ No

Part 10 : Non-Standard Provision(s): Signatures Required

Non-Standard Provisions Requiring Separate Signatures:

☒ NONE

☐ Explain here:

Any non-standard provisions placed elsewhere in this plan are ineffective.

Signatures

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to *Local Form, Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: May 10, 2019

/s/ Maira Zepeda

Maira Zepeda

Debtor

Date:

Joint Debtor

Date: May 10, 2019

/s/ Russell L. Low

Russell L. Low 4745

Attorney for the Debtor(s)

Certificate of Notice Page 7 of 8
 United States Bankruptcy Court
 District of New Jersey

In re:
 Maira Zepeda
 Debtor

Case No. 18-28513-SLM
 Chapter 13

CERTIFICATE OF NOTICE

District/off: 0312-2

User: admin
 Form ID: pdf901

Page 1 of 2
 Total Noticed: 44

Date Rcvd: May 13, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 15, 2019.

db
 517759331 +Maira Zepeda, 5808 Washington St., Apt 205, West New York, NJ 07093-1581
 +1ST CRD SRVC, 377 HOES LANE, PISCATAWAY, NJ 08854-4138
 517759332 +CLLCN BUREAU OF THE HU, 155 NORTH PLANK RD, NEWBURGH, NY 12550-1747
 517805814 Capital One, N.A., c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
 517759338 +Englwood Laparoscopic & Bariatric, PO Box 8157, Englewood, NJ 07631-8157
 517759339 +FIRST PREMIER BANK, 601 S MINNESOTA AVE, SIOUX FALLS, SD 57104-4868
 517811057 +Ford Motor Credit Company, Attn: Morgan Bornstein & Morgan, 1236 Brace Rd. Ste. K,
 Cherry Hill, NJ 08034-3229
 517759341 +GM FINANCIAL, PO BOX 181145, ARLINGTON, TX 76096-1145
 517827358 Garden State Anesthesia Services PA, Law Offices of Paul L Marks, PLLC,
 299 North Plaaaaaank Road, Ste 104, Newburgh, NY 12550
 517759342 +Holy Name Medical Center, ATTN: Certified Credit & Collection Bur, PO Box 1750,
 Whitehouse Station, NJ 08889-1750
 517759346 +MOHELA/DEPT OF ED, 633 SPIRIT DR, CHESTERFIELD, MO 63005-1243
 517759353 +North Jersey Laproscopic Associates, PO Box 175, Demarest, NJ 07627-0175
 517759354 +Palisades Medical Center, ATTN: Certified Credit & Collection Bur, PO Box 1750,
 Whitehouse Station, NJ 08889-1750
 517759355 +Selip and Stylianou, LLP, 10 Forest Avenue, Paramus, NJ 07652-5238
 517759356 +Selip and Stylianou, LLP, 10 Forest Avenue, Suite 300, P.O. Box 914,
 Paramus, NJ 07653-0914
 517759366 +TD BANK USA/TARGETCRED, PO BOX 673, MINNEAPOLIS, MN 55440-0673
 517759367 +TOYOTA MOTOR CREDIT CO, PO BOX 9786, CEDAR RAPIDS, IA 52409-0004
 517863435 +Toyota Lease Trust, c/o Toyota Motor Credit Corporation, PO Box 9013,
 Addison, Texas 75001-9013
 517765657 +U S Department of Education/MOHELA, 633 Spirit Drive, Chesterfield, MO 63005-1243

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

smg E-mail/Text: usanj.njbankr@usdoj.gov May 14 2019 00:04:54 U.S. Attorney, 970 Broad St.,
 Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534
 smg +E-mail/Text: ustpreregion03.ne.ecf@usdoj.gov May 14 2019 00:04:50 United States Trustee,
 Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100,
 Newark, NJ 07102-5235
 517759333 +E-mail/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM May 14 2019 00:04:36 COMENITYBANK/NY&CO,
 PO BOX 182789, COLUMBUS, OH 43218-2789
 517759334 +E-mail/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM May 14 2019 00:04:36 COMENITYBANK/VICTORIA,
 PO BOX 182789, COLUMBUS, OH 43218-2789
 517759335 +E-mail/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM May 14 2019 00:04:36 COMENITYBANK/WAYFAIR,
 PO BOX 182789, COLUMBUS, OH 43218-2789
 517759336 +E-mail/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM May 14 2019 00:04:36 COMENITYCB/MYPOINTSRWD,
 PO BOX 182120, COLUMBUS, OH 43218-2120
 517759337 +E-mail/PDF: creditonebknofications@resurgent.com May 14 2019 00:10:12 CREDIT ONE BANK NA,
 PO BOX 98875, LAS VEGAS, NV 89193-8875
 517759340 +E-mail/Text: GenesisFS@ebn.phinsolutions.com May 14 2019 00:05:56 GENESIS BC/CELTIC BANK,
 268 S STATE ST STE 300, SALT LAKE CITY, UT 84111-5314
 517759343 +E-mail/Text: bncnotices@becket-lee.com May 14 2019 00:03:59 KOHLS/CAPONE,
 N56 W 17000 RIDGEWOOD DR, MENOMONEE FALLS, WI 53051-7096
 517794381 E-mail/PDF: resurgentbknofications@resurgent.com May 14 2019 00:08:50
 LVNV Funding, LLC its successors and assigns as, assignee of Arrow Financial Services,,
 LLC, Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587
 517794030 E-mail/PDF: resurgentbknofications@resurgent.com May 14 2019 00:09:34
 LVNV Funding, LLC its successors and assigns as, assignee of Capital One Bank (USA), N.A.,
 Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587
 517794103 E-mail/Text: bkr@cardworks.com May 14 2019 00:03:33 MERRICK BANK,
 Resurgent Capital Services, PO Box 10368, Greenville, SC 29603-0368
 517759344 +E-mail/Text: bkr@cardworks.com May 14 2019 00:03:33 MERRICK BANK CORP, PO BOX 9201,
 OLD BETHPAGE, NY 11804-9001
 517759345 +E-mail/Text: bankruptcydpt@mcsmc.com May 14 2019 00:04:50 MIDLAND FUNDING,
 2365 NORTHSIDE DR STE 30, SAN DIEGO, CA 92108-2709
 517858329 +E-mail/Text: bankruptcydpt@mcsmc.com May 14 2019 00:04:50 Midland Funding LLC,
 PO Box 2011, Warren, MI 48090-2011
 517835708 +E-mail/Text: JCAP_BNC_Notices@jcap.com May 14 2019 00:05:08 Premier Bankcard, Llc,
 Jefferson Capital Systems LLC Assignee, Po Box 7999, Saint Cloud Mn 56302-7999
 517872777 E-mail/Text: bnc-quantum@quantum3group.com May 14 2019 00:04:45
 Quantum3 Group LLC as agent for, Galaxy International Purchasing LLC, PO Box 788,
 Kirkland, WA 98083-0788
 517759359 +E-mail/Text: bankruptcy@sw-credit.com May 14 2019 00:04:54 SOUTHWEST CREDIT SYSTE,
 4120 INTERNATIONAL PKWY, CARROLLTON, TX 75007-1958
 517759360 +E-mail/PDF: gecsedirecoverycorp.com May 14 2019 00:09:58 SYNCB/AMAZON, PO BOX 965015,
 ORLANDO, FL 32896-5015
 517759361 +E-mail/PDF: gecsedirecoverycorp.com May 14 2019 00:08:32 SYNCB/EVINE, PO BOX 965005,
 ORLANDO, FL 32896-5005
 517759363 +E-mail/PDF: gecsedirecoverycorp.com May 14 2019 00:09:15 SYNCB/OLD NAVY, PO BOX 965005,
 ORLANDO, FL 32896-5005

District/off: 0312-2

User: admin
Form ID: pdf901

Page 2 of 2
Total Noticed: 44

Date Rcvd: May 13, 2019

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center (continued)

517759364 +E-mail/PDF: gecsedirecoverycorp.com May 14 2019 00:08:32 SYNCB/TJX COS, PO BOX 965015, ORLANDO, FL 32896-5015
517759365 +E-mail/PDF: gecsedirecoverycorp.com May 14 2019 00:09:15 SYNCB/WALMART, PO BOX 965024, ORLANDO, FL 32896-5024
517766089 +E-mail/PDF: gecsedirecoverycorp.com May 14 2019 00:09:15 Synchrony Bank, c/o of PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021
517884112 +E-mail/Text: bncmail@w-legal.com May 14 2019 00:05:03 TD Bank USA, N.A., C O WEINSTEIN & RILEY, PS, 2001 WESTERN AVENUE, STE 400, SEATTLE, WA 98121-3132
TOTAL: 25

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

517759347* +MOHELA/DEPT OF ED, 633 SPIRIT DR, CHESTERFIELD, MO 63005-1243
517759348* +MOHELA/DEPT OF ED, 633 SPIRIT DR, CHESTERFIELD, MO 63005-1243
517759349* +MOHELA/DEPT OF ED, 633 SPIRIT DR, CHESTERFIELD, MO 63005-1243
517759350* +MOHELA/DEPT OF ED, 633 SPIRIT DR, CHESTERFIELD, MO 63005-1243
517759351* +MOHELA/DEPT OF ED, 633 SPIRIT DR, CHESTERFIELD, MO 63005-1243
517759352* +MOHELA/DEPT OF ED, 633 SPIRIT DR, CHESTERFIELD, MO 63005-1243
517759362* +SYNCB/EVINE, PO BOX 965005, ORLANDO, FL 32896-5005
517759357* +Selip and Stylianou, LLP, 10 Forest Avenue, Paramus, NJ 07652-5238
517759358* +Selip and Stylianou, LLP, 10 Forest Avenue, Paramus, NJ 07652-5238
517759368* +TOYOTA MOTOR CREDIT CO, PO BOX 9786, CEDAR RAPIDS, IA 52409-0004

TOTALS: 0, * 10, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 15, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on May 10, 2019 at the address(es) listed below:

Kevin Gordon McDonald on behalf of Creditor Toyota Motor Credit Corporation
kmcDonald@kmlawgroup.com, bkgroup@kmlawgroup.com
Marie-Ann Greenberg magecf@magtrustee.com
Russell L. Low on behalf of Debtor Maira Zepeda rbear611@aol.com,
ecf@lowbankruptcy.com;r57808@notify.bestcase.com
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 4